

**MINNESOTA SECRETARY OF STATE  
 ARTICLES OF ORGANIZATION FOR  
 A LIMITED LIABILITY COMPANY  
 MINNESOTA STATUTES CHAPTER 322B  
 Filing Fee: \$160.00**

**READ THE INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. Name of Company: GLYCO INTERNATIONAL, LLC

*(The Company name must include the words Limited Liability Company or the abbreviation LLC)*

2. Registered Office Address: (P.O. Box is Unacceptable)

1245 Angelo Drive Golden Valley MN 55422  
 Complete Street Address or Rural Route and Rural Route Box Number City State Zip Code

3. Name of Registered Agent (optional): BRADLEY E. BAGGE

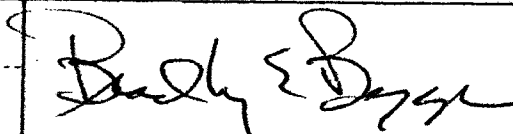
4. Business Mailing Address: (if different from registered office address)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

5. Desired Duration of LLC: (in years) \_\_\_\_\_ (If you do not complete this item, a perpetual duration is assumed by law.)

6. Does this LLC own, lease or have any interest in agricultural land or land capable of being farmed?  
 (Check One) Yes ☐ No ☒

7. Name and Address of Organizer(s):

Name (print)	Complete Address		Signature
	Street	City State Zip	
BRADLEY E. BAGGE	1245 Angelo Drive		
	Golden Valley, MN 55422		

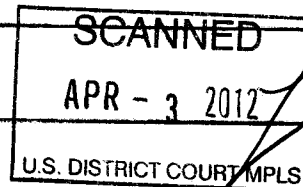
8. List a name, daytime phone number, and e-mail address of a person who can be contacted about this form.

BRADLEY E. BAGGE (763) 588-3726  
 Contact Name Phone Number

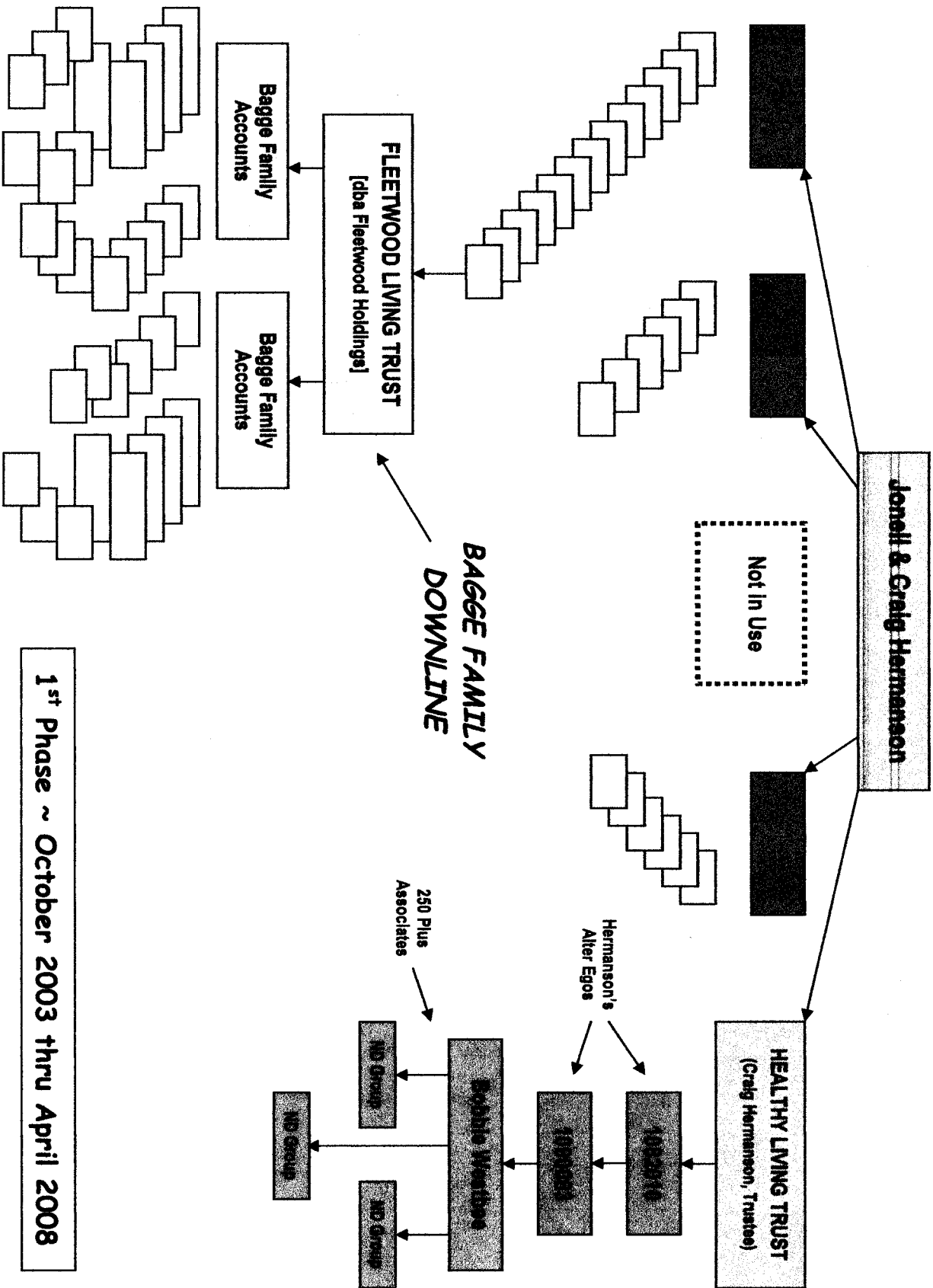
bbagge @ comcast.net

E-Mail Address

COMPLAINT  
 Plaintiff's Exhibit "A"



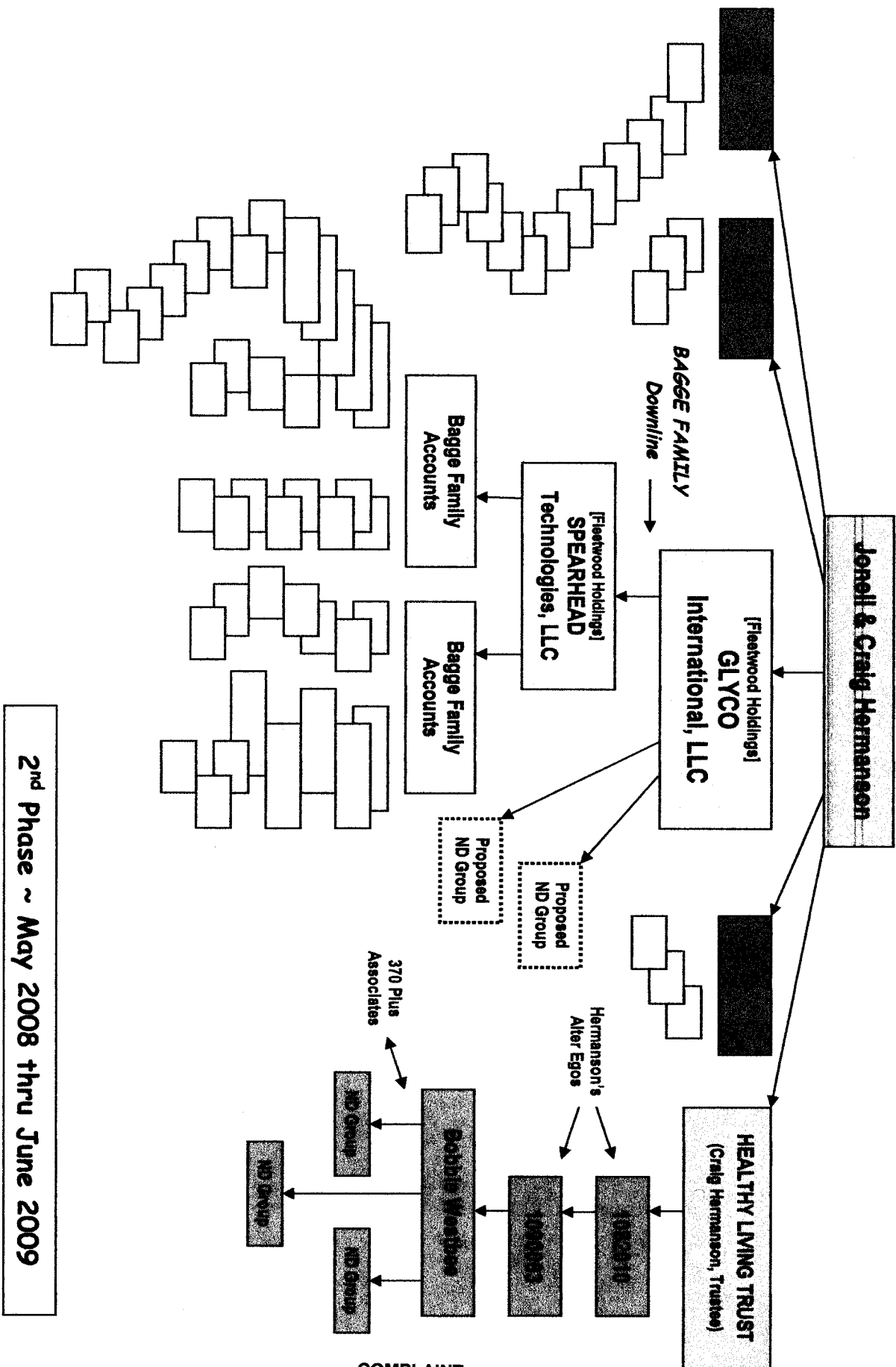
FLEETWOOD LIVING TRUST ~ MANNA TECH ORGANIZATIONAL STRUCTURE



1<sup>st</sup> Phase ~ October 2003 thru April 2008

3 Phases ~ [Oct 2003 - Current]

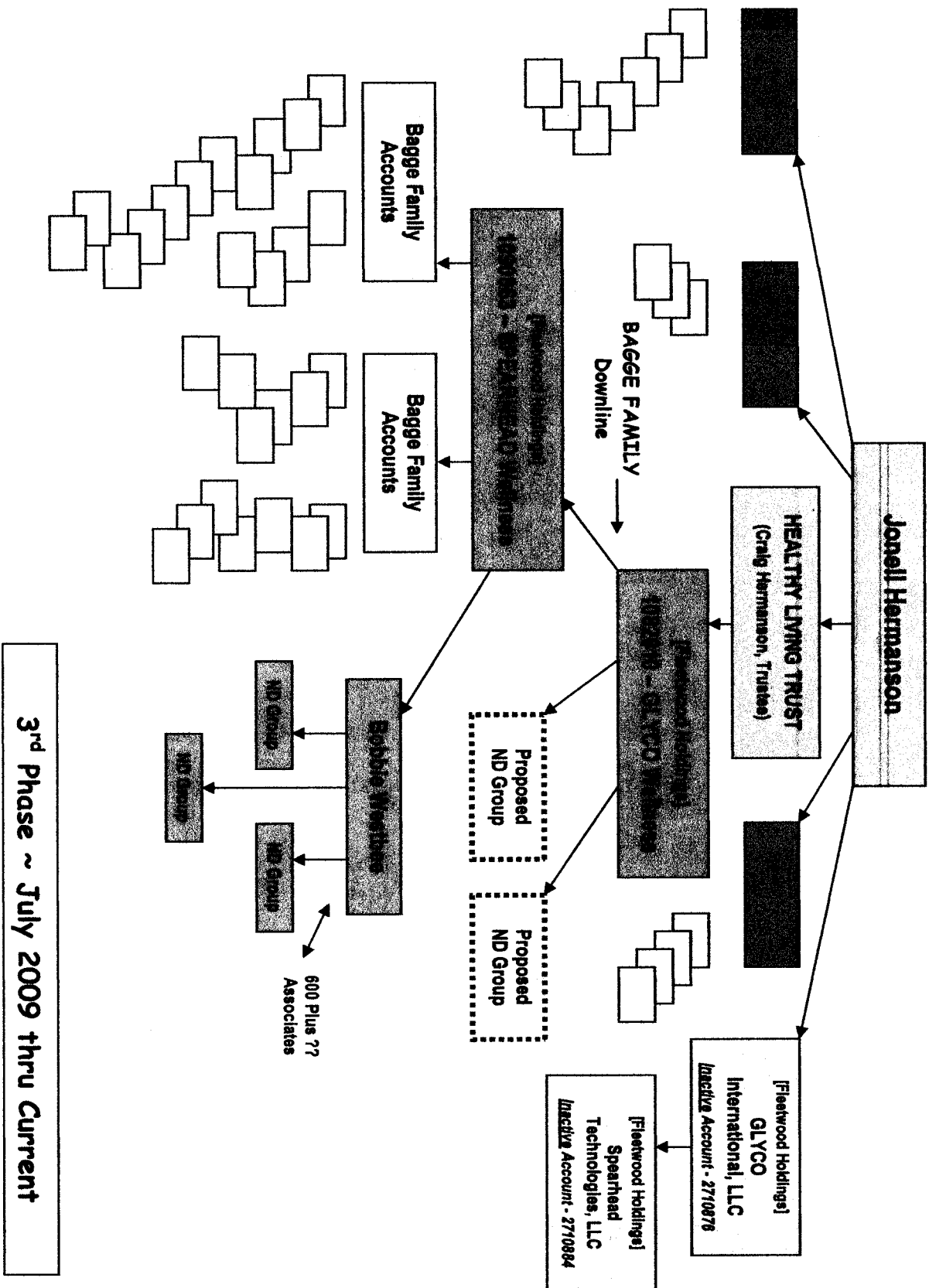
FLEETWOOD LIVING TRUST ~ MANNA TECH ORGANIZATIONAL STRUCTURE



2<sup>nd</sup> Phase ~ May 2008 thru June 2009

3 Phases ~ [Oct 2003 - Current]

FLEETWOOD LIVING TRUST ~ MANNA TECH ORGANIZATIONAL STRUCTURE





DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 06-23-2009

Employer Identification Number:  
27-0419294

Form: SS-4

Number of this notice: CP 575 B

GLYCO WELLNESS  
% GLYCO INTERNATIONAL GEN PTR  
1245 ANGELO DR  
GOLDEN VALLEY, MN 55422

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-0419294. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



# Position Transfer Request

MOD 1801501 Associate Application and Agreement Form\* must also accompany this form. Please download from Mannatech Online Documents (MOD), fill out and return with this form.

FOR OFFICE USE ONLY/  
ACCOUNT NUMBER

See instructions on Page 1. **NOTE: (1) Associates who submit forged signatures to Mannatech are violating state and federal laws, and may be subject to immediate termination. (2) All documents in their entirety must be received 48 hours (2 days) prior to the close of the business period (BP) to guarantee processing before close of BP.**

## 1 POSITION BEING TRANSFERRED

### TRANSFEROR INFORMATION

Complete this section if the Transferor is not inactive or terminated.

NAME

ACCOUNT NUMBER

SSN/FEDERAL ID NUMBER

E-MAIL ADDRESS

DAYTIME PHONE NUMBER

### INACTIVE/TERMINATED TRANSFEROR INFORMATION

Complete this section if the position being transferred is held by an inactive or terminated Associate.

ASSOCIATE NAME

ACCOUNT NUMBER

ENROLLER NAME (OR IF TERMINATED, FIRST UPLINE PRESIDENTIAL)

E-MAIL ADDRESS

DAYTIME PHONE NUMBER

## SIGNATURES

I hereby transfer my position in the Mannatech Incorporated Career and Compensation Plan and understand I am responsible for all applicable taxes due on commissions paid for this position to date.

ASSOCIATE

DATE

EXECUTOR OF ESTATE

Required if transferor is deceased.

DATE

If the position has not renewed and has no orders placed by the original owner, the Enroller can authorize the transfer of the position to a new Associate. If the Enroller is inactive/terminated, their first upline Presidential must sign and provide contact information.

ACCOUNT NUMBER

ENROLLER

DATE

FIRST UPLINE PRESIDENTIAL

Required if Enroller is terminated or if the active Enroller is above the first upline Presidential.

DATE

## 2 TRANSFER POSITION TO

### TRANSFeree INFORMATION

TRANSFeree NAME

SSN/FEDERAL ID NUMBER

E-MAIL ADDRESS

DAYTIME PHONE NUMBER

## SIGNATURES

In accepting this transfer into the Mannatech Incorporated Career & Compensation Plan, I understand I am responsible for all applicable taxes due on commissions earned from this date forward.

TRANSFeree

DATE

## PAYMENT INFORMATION—CREDIT CARD ONLY

PLEASE COMPLETE ALL INFORMATION BELOW AND AT RIGHT.

Position Transfer Cost\* \$75.00

State & Local Sales Tax \$ 7.87

Total Amount Due \$ 79.87

\*No fee will be assessed if change is due to Mannatech error.

☐ CASH ☐ MONEY ORDER ☐ CHECK NO. \*

☒ VISA\* ☐ MASTERCARD\* ☐ DISCOVER\* ☐ AMERICAN EXPRESS\*

**NOTE:** For your protection, Mannatech reserves the right to hold credit card orders for address verification. Declined credit card orders will be held for authorization for 10 business days. If we are unable to obtain an authorization we will cancel the order.

CREDIT CARD NUMBER

4661 3503 7100 1000

EXP. DATE 02-11

X

ACCOUNT HOLDER SIGNATURE

DATE

ACCOUNT HOLDER NAME PRINTED

ACCOUNT HOLDER BILLING ADDRESS

Mail to: Mannatech Inc., 600 S. Royal Ln., Suite 200, Coppell, TX 75019, or Fax to 972-471-7472



# Mannatech Application Form-U.S. Associate Terms and Conditions

FOR OFFICE USE ONLY/  
ACCOUNT NUMBER

Enquecedo la Calidad de V

- Upon acceptance of this application by Mannatech, Incorporated ("Mannatech" or "Company") and the issuance of an account number, I am authorized as an Associate as of the date of this Associate Application & Agreement. The term of this agreement is one year.
- As an independent Associate, I must submit a valid tax identification number (or its equivalent) before being issued a Company Account Number.
- The Company is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures.
- I understand that as an independent Associate:
  - I have the right to purchase products and services from the Company at Associate cost.
  - I have the right to offer to sell Mannatech products and services in accordance with these Terms and Conditions.
  - I have the right to register persons in Mannatech.
  - I am an independent contractor and not an employee agent, partner, legal representative or franchisee of Mannatech. I am not authorized to and will not incur any debt, expense or obligation or open any checking account on behalf of, for or in the name of the Company. I agree that I will be solely responsible for paying all expenses that I may incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL BE TREATED AS AN INDEPENDENT CONTRACTOR OF MANNATECH FOR ALL PURPOSES, INCLUDING FOR FEDERAL, OR STATE, TAX PURPOSES.
  - I will develop and service personal customers as stated in the Mannatech Compensation Plan. I will use the Retail Sales Invoice (Mannatech Online Document 1805901) provided by the Company, which outlines the date of the sale, the name and address of the merchant, buyer's right to cancel statement (part of these Terms and Conditions), and address where the buyer can send the cancellation notice for the sale of Mannatech products. I understand that I must keep accurate records of retail sales, and that the Company may periodically ask me to provide documentation of such sales to the Company.
  - I will use only the sales contracts and order forms that are provided by the Company for the sale of its products, and I will follow all policies and procedures established by the Company for the completion and processing of such contracts and orders.
  - I will use only Company-approved promotional materials when representing the Company, offering the business opportunity, compensation plan, training other Associates and/or making representations as to the products. I agree to present the Mannatech Compensation Plan and Mannatech products and services, as set forth in official Company literature. I will make no claims, statements, disclosures, representations or warranties regarding potential income, earnings, products, or services that are not printed in the Company's literature in either selling the products or in meeting with prospective Associates.
  - In order to be eligible to receive bonuses and commissions, I will order only enough products for a four-week period to reasonably fill my needs and/or I will resell at least 70% of all products or services that I purchase from Mannatech. All products purchased will be for sale to or use by an end-consumer and I will not purchase any products or service solely for the purpose of qualifying for overrides, commissions or bonuses.
  - If I fail to annually renew my Mannatech Associateship, I understand that I will lose certain rights as an independent Associate, including rights to my downline organization, bonuses and commissions pursuant to the Mannatech Compensation Plan until such time that I have renewed my position in accordance with the terms of the then-current Compensation Plan.
  - I may not assign any rights or delegate my duties under this Agreement, without the prior written consent of the Company. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement voidable at the option of the Company and may result in termination of this Agreement.
  - I will comply with all federal, state, county and municipal laws, ordinances, rules and regulations and will make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  - This Associate Application Agreement, inclusive of the Associate Policies and Procedures and Mannatech Compensation Plan ("Agreement"), constitutes the entire contract between Mannatech and me. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Associate Application and Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.
  - I agree to carefully READ and COMPLY with the Mannatech Associate Policies and Procedures and the Mannatech Compensation Plan, both of which are incorporated into and made a part of this Agreement. I understand that these Terms and Conditions, the Mannatech Policies and Procedures or the Mannatech Compensation Plan (all of which are collectively referred to as the "Agreement") may be amended from time to time, and I agree that any revisions or amendments shall become binding on me upon the publication of such revisions on Mannatech Online Documents or as officially announced in any Company communication. The continuation of my Mannatech Associateship or my acceptance of bonuses or commissions shall constitute my acceptance of this Agreement, and any and all amendments. I understand that I must be in good standing and not in violation of any of the terms of this Agreement, in order to be eligible to receive any bonuses or commissions from Mannatech. I understand that I shall control the manner and means by which I operate my Mannatech business, subject to my compliance with the Agreement. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
  - To the extent permitted by law, the Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "affiliates") shall not be liable for, and I release the Company and its affiliates from and waive, all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of: (a) my breach of this Agreement or the Mannatech Policies and Procedures; (b) the promotion or operation of my Associateship; and any activities related to (e.g., the presentation of Mannatech products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.); (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for Mannatech to operate its business, including without limitation, my registration and acceptance into the Mannatech Compensation Plan or the payment of commissions or bonuses. I agree that the entire liability of the Company and its affiliates for any reason whatsoever (related to the relationship between me and the Company, including but not limited to any cause of action in contract, tort or equity, shall not exceed and shall be limited to the value of the products I have purchased from the Company under this Agreement or any other agreement that are in resalable condition. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Except as set forth in the Mannatech Policies and Procedures, all disputes

and claims relating to the Agreement, the Company, the Application, or its products and services, the rights and obligations of an independent Associate or the Company under the Agreement shall be settled totally and finally by arbitration in Dallas, Texas or such other location as the Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration rules of the American Arbitration Association. If an Associate files a claim or counterclaim against the Company, an Associate shall do so on an individual basis and not with any other Associate or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement.

## Notice of Cancellation

You, the buyer, may CANCEL this transaction, without any penalty or obligation, at any time prior to midnight of the THIRD BUSINESS DAY after the date of this transaction. If you cancel, any property traded in, any payments made by you under this contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance for all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Cancellation Notice or any other written notice, to the address in this contract NOT LATER THAN MIDNIGHT of the Third Business Day after the date of this transaction. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

By signing below, you agree that you have read and understand the statements above and the requirements of Mannatech regarding accuracy of representations regarding its products, the Policies and Procedures and Mannatech Compensation Plan ("Agreement").

SIGNATURE OF APPLICANT

SIGNATURE OF CO-APPLICANT

DATE

6-23-09

Mannatech, Incorporated  
800 S. Royal Ln., Suite 200  
Owensboro, KY 40366  
(606) 421-5111  
mannatech.com



05/07/2010 13:46 FAX 7012238363

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**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CONCORD, NH 45999-0023

GLYCO INTERNATIONAL LLC  
DURNE BYE MNR  
815 W CENTRAL AVE  
BISMARCK, ND 58501

Date of this notice: 04-13-2010

Employer Identification Number:  
27-233

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-233. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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Form 1065

04/15/2011

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We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/DD 1-800-829-4059) or visit your local IRS office.

**FILE**

MAY 07 2010

COMPLAINT  
Plaintiff's Exhibit "E"